

# **EXHIBIT A**

THIS SPECIALIZED EQUIPMENT LEASE AGREEMENT (this "**Agreement**") is made and entered into as of the 1<sup>st</sup> day of July, 2020 (the "**Effective Date**"), by and between **RB RealtyCo LLC**, an Oklahoma limited liability company ("**Lessor**") and **MARITEQ GROWERS LLC**, an Oklahoma limited liability company ("**Mariteq**").

Subject to the terms and conditions herein set forth, Mariteq agrees, as lessee, to lease from Lessor, the specialized and proprietary equipment more particularly described in Exhibit A hereto attached (the "**Equipment**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lessor and Mariteq hereby agree as follows:

1. **Term.** The lease term (the "**Term**") shall commence upon the Effective Date and shall continue for a term of three (3) years (the "**Term**").
2. **Base Rent.** For the right to possession and use of the Equipment during the Term, Mariteq shall pay Lessor as base rent the sum of \$105.14 per month (the "**Base Rate**").
3. **Deferral of Rent.** Due to Mariteq's current status as a start-up, the constraints on Mariteq's cash flow due to being in the formative stages of its business, and the need to conserve and apply existing and available capital toward important growth strategies and strategic implementations, Lessor and Tenant mutually agree to defer Tenant's payment of Base Rent and other amounts due under the terms of this Agreement (the "**Deferred Rent**") for a period of up to thirty (30) months (the "**Deferment Period**"). Deferred Rent as set forth in this paragraph shall accrue interest at the rate of twelve (12%) per annum, compounded monthly. The Deferred Rent, together with any accrued and unpaid interest, shall be due on the first business day of December 31, 2022.
4. **Late Charge.** If any amount of Base Rent due hereunder (other than Deferred Rent) is not paid by the fifth (5<sup>th</sup>) day of the month in which such rental is due, Lessor may collect, and Mariteq shall pay, a late charge equal to the lesser of ten percent (10%) of the payment due or, if less, the highest charge permitted by applicable law.
5. **Return of Equipment; Expiration or Renewal.** Upon expiration of the Term, Mariteq shall immediately tender the Equipment to Lessor or its designated representative or contractor (for removal by Lessor at Lessor's expense) in as good condition as received by Mariteq, normal wear and tear excepted, and Lessor shall be entitled to enter the premises upon which the Equipment is installed, without fear of trespass or wrongful entry, in order to take possession of the Equipment and arrange for its orderly removal. If Mariteq fails to tender and make any of the Equipment accessible to Lessor at the end of the Term, Mariteq shall continue to pay to Lessor rent at the periodic rate determined in accordance with Section 2, until the Equipment has been taken out of service, and delivered to Lessor at Mariteq's sole cost and expense to such location as Lessor shall designate within five (500) miles of Lessee's facility in Stilwell, Oklahoma, which continuation shall not be deemed a renewal of the Term nor a waiver of Lessor's right to prompt possession and removal of all of the Equipment.
6. **Location; Installation; Inspection; Labels.** The Equipment shall be installed, kept and used exclusively at 471833 E. Hwy 51, Stilwell, OK 74960. If Lessor supplies Mariteq with labels stating that any or all of the Equipment is owned by Lessor, Mariteq shall affix such labels to and keep them in a prominent place on each such Equipment. Lessor shall have the right to inspect the Equipment at any reasonable time or times throughout the Term.
7. **Use; Maintenance, Repair and Alterations.** Mariteq shall use each Equipment in a careful manner and in compliance with Lessor's operating manual, all applicable insurance policies, and all applicable laws, rules and regulations relating to the possession, use or maintenance of the Equipment (including, but not limited to, any and all laws, rules or regulations relating to environmental protection, occupational health and safety, and public health and safety). At its own expense in addition to Base Rent, Mariteq shall maintain the Equipment as recommended by the manufacturer and Lessor, or either of them, in as good condition, working order and repair as when delivered to Mariteq and commissioned for start-up, ordinary wear and tear resulting from proper use alone excepted, and Mariteq shall be responsible for all maintenance and repairs not covered by Lessor pursuant to the Service Agreement. Lessor will provide reasonable technical support and trouble-shooting with regard to the operation of the Equipment on request. Mariteq shall not permit, without Lessor's prior written consent, any alteration to any of the Equipment that will or could, in Lessor's sole opinion, adversely affect its design, value or utility.
8. **Loss or Damage.** Mariteq shall bear the entire risk of loss, theft, destruction of or damage to the Equipment (herein called "**Loss or Damage**") from any cause whatsoever. No such Loss or Damage shall relieve Mariteq of the obligation to pay any monthly rental, or to pay or perform any of Mariteq's other obligations under this Lease. In the event of Loss or Damage, Mariteq, at the option of Lessor, shall (a) restore the damaged Equipment back into as good condition and repair as it was before such Loss or Damage occurred, or (b) authorize Lessor provide identical replacement Equipment from the original manufacturer, as quickly as shall be practicable, at Mariteq's sole cost and expense, including but not limited to the cost of shipping F.O.B. manufacturer's facility (Mariteq to bear risk of loss in shipment), taxes and any applicable import-export duties, with title to such replacement unit issued in the name of Lessor, free of liens, security interests and other encumbrances apart from this Lease. No such Loss or Damage shall diminish Mariteq's obligation for continuing payment of the monthly rental due hereunder.
9. **Insurance.** In addition to Base Rent due hereunder, Mariteq shall provide, maintain, and pay for, (a) insurance against the loss of, theft of, or damage to, the Equipment, which insurance shall be for the full replacement value thereof, with loss payable to Lessor, as an additional insured, and (b) general public liability and property damage insurance, all risks (including environmental hazards), naming Lessor as an additional insured. All insurance shall be in form and amount, and with companies, satisfactory to Lessor and shall contain the insurer's agreement to give Lessor at least thirty (30) days' written notice before termination, lapse, or cancellation of any such insurance, or material change in the terms thereof. Upon Lessor's request, Mariteq shall deliver to Lessor the policies themselves and all applicable endorsement, copies thereof, or certificates of insurance therefor.
10. **Liens and Taxes.** Mariteq shall keep the Equipment free and clear of all levies, liens, security interests, and encumbrances created by Mariteq or by reason of any action or inaction on its part. In addition to Base Rent, Mariteq shall pay before delinquency all assessments, license

fees, permits, taxes (including gross receipts, sales, use, excise, personal property, *ad valorem*, and other taxes) and all other governmental fees, charges, or fines, assessed upon Mariteq or any of the Equipment by reason of Mariteq's possession, use or operation thereof, exclusive of taxes on or measured by Lessor's net income. Mariteq understands that termination of this Lease does not relieve Mariteq from taxes, if any, assessed on any of the Equipment during the Term (or any continuation thereof by holding over or otherwise) even if the tax bill is not received until after termination.

**11. Lessor's Performance of Mariteq's Obligations.** If Mariteq fails to provide or maintain insurance on the Equipment or pay the premium therefor, to pay charges and taxes, or discharge any levies or encumbrances, or to perform any Mariteq's other obligations in or under this Lease, Lessor shall have the right, but not the obligation, to obtain and pay for such insurance, pay such charges and taxes, satisfy such liens and encumbrances and/or perform any or all of such other of Mariteq's obligations. In such event, Mariteq shall repay to Lessor all funds advanced, and expenses incurred, by Lessor for such purpose on the next scheduled monthly rental payment date together with interest on such amounts at the rate of eighteen percent (18%) *per annum*.

**12. General Indemnity.** Mariteq shall indemnify and hold Lessor harmless from and against (a) all claims, losses, liabilities, causes of action, damages, judgments, suits and legal proceedings arising out of or in connection with any Loss or Damage to any or all of the Equipment and Mariteq's possession, use, operation, maintenance, repair, return, or other disposition thereof (including but not limited to claims for death, personal injury, property or environmental damage, whether arising by reason of Mariteq's negligence or imposed by strict liability, and claims arising under environmental protection, occupational health and safety, or public health and safety laws), and (b) any and all attorney fees, costs, and expenses incurred in connection with or defending against such claims, losses, liabilities, causes of action, damages, judgments, suits and legal proceedings. This indemnification shall be binding upon Mariteq, its successors and assigns, and shall inure to the benefit of Lessor, its agents, investment bankers, employees, officers, managers, and members. The provisions of this section shall survive termination of the Lease.

**13. Lessee Waivers.** To the extent permitted by applicable law, Mariteq hereby waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of the Oklahoma Uniform Commercial Code, including without limitation, the right to: (a) cancel, repudiate or reject this Lease; (b) revoke acceptance of any of the Equipment; (c) recover damages from Lessor for any alleged breach of warranty or any other reason; (d) claim a security interest in any of the Equipment in Mariteq's possession; (e) deduct all or any part of claimed damages resulting from an actual or alleged default by Lessor; (f) accept partial delivery of fewer than all of the Equipment; (g) "cover" by making any purchase or lease of other equipment in substitution of any of the Equipment; or (h) recover any general, special, incidental or consequential damages from Lessor for any reason.

**14. Intellectual Property.** Lessor represents and warrants to Mariteq that the Equipment does not infringe any copyrights, design patents, utility patents, trademarks, trade secrets or similar intellectual property rights (collectively "**IP Rights**") of any third party and that as of the date hereof there are no claims currently being asserted and no actions pending or threatened against Lessor by any third party that the Equipment allegedly infringes, violates or misappropriates third party IP Rights, and Lessor will provide Mariteq with immediate notice in the event that any such claims are asserted or any such actions are commenced or threatened to be commenced. Lessor shall indemnify Mariteq and defend the action on behalf of Mariteq, at Lessor's expense and option: (a) modify, at Lessor's expense, the Equipment to make it non-infringing or to provide substantially similar benefit to Mariteq as the Equipment is intended to provide (or in such other way as is reasonably acceptable to Mariteq); (b) replace, at Lessor's expense, the infringing elements with non-infringing items or that provide substantially similar benefit to Mariteq; or (c) terminate this Lease and remove Equipment from Mariteq's premises at Lessor's expense.

**15. Confidentiality.** Mariteq acknowledges that the Equipment and its design comprises and constitutes proprietary property of a Lessor, and Mariteq shall not itself, nor permit any of its personnel, representatives or agents subject to its control to reverse engineer or convert any of such property to its or their own use except pursuant to this Lease. Mariteq shall limit disclosure and access to the Equipment to such of its employees and other personnel as are directly involved with its possession, care, maintenance and use hereunder, and shall allow such disclosure and access only to the extent essential to such use. Mariteq shall ensure that its employees preserve the confidential nature of such proprietary property and shall not disclose the same to any other party, in whole or in part, directly or indirectly, unless authorized in writing by Lessor to do so. The parties shall, at all times, take proper and appropriate steps to protect Lessor's exclusive rights to such property for which only Mariteq is being granted a non-exclusive license to use same in connection with this Lease and the right to its possession and use of the Equipment pursuant to this Lease. Mariteq shall promptly notify Lessor and, at its request, assist Lessor in the investigation and prosecution of unauthorized use or disclosure with respect to the Equipment and associated IP Rights. The obligations under this section shall survive any termination of this Lease.

**16. Default and Remedies.** If Mariteq (a) fails to pay any rental or other payment required herein when due and such failure continues for ten (10) days thereafter; (b) attempts, without Lessor's prior written consent, to remove, sell, transfer, encumber, part with possession of, or sublet any of the Equipment; (c) fails to provide insurance coverage as specified herein; (d) creates any lien or encumbrance affecting any of the Equipment; (e) fails to perform or observe any other term, condition or agreement contained in this Lease, and such failure continues unremedied for a period of thirty (30) days after written notice and demand for cure from Lessor; (f) is adjudicated insolvent or becomes entitled to protection under the United States Bankruptcy Code, or any similar law or statute of any applicable jurisdiction, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy; or (g) suffers an adverse material change in its financial condition after the date of this Lease, and as a result thereof Lessor deems itself or any of the Equipment to be insecure or at undue risk, Mariteq shall be deemed in Default under this Lease.

**17. Remedies.** Whenever Mariteq is or deemed to be in Default hereunder, Lessor may, with or without terminating this Lease, in its sole discretion, do any one or more of the following:

- (a) Terminate this Lease upon five (5) days' notice to Mariteq;

- (b) Take possession of the Equipment, or remove same from service, without demand or notice, without process of law, and without liability to Lessor for any damages occasioned thereby;
- (c) In its sole discretion, re-lease or sell any or all of the Equipment at a public or private sale on such terms and notice as Lessor shall deem reasonable and recover from Mariteq damages in an amount equal to the sum of any accrued and unpaid rentals as of the date of the default plus rentals for the additional period that it takes Lessor to remove and re-let or sell all of the Equipment plus all commercially reasonable costs and expenses incurred by Lessor in any repossession, removal, transportation, storage, repair, release, sale, or other disposition of the Equipment (including reasonable attorneys' fees and costs incurred in connection with or otherwise resulting from Mariteq's default) with interest at the rate of eighteen percent (18%) *per annum*; and/or
- (d) Keep this Lease in full force and effect and collect all rentals due and payable hereunder as and when the same shall be come due for the remainder of the Term;
- (e) Exercise any other right or remedy which may be available to it under the Oklahoma Uniform Commercial Code or any other applicable law.

**18. Waiver of Jury Trial.** Unless prohibited by law, Lessor and Mariteq hereby knowingly and voluntarily WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY in respect of any litigation directly or indirectly arising out of or in connection with this Lease of the transaction governed hereby.

**19. Non-Cancelable Lease; Unconditional Obligations.** THIS LEASE IS A NET LEASE AND MARITEQ'S OBLIGATION TO PAY RENTALS AND PERFORM ITS OBLIGATIONS HEREUNDER ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL UNDER ANY AND ALL CIRCUMSTANCES WHATSOEVER AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SET OFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH MARITEQ MAY HAVE AGAINST LESSOR OR ANY OTHER PERSON OR ENTITY. MARITEQ SHALL HAVE NO RIGHT TO TERMINATE OR CANCEL THIS LEASE OR TO BE RELEASED OR DISCHARGED FROM ITS OBLIGATIONS HEREUNDER FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DEFECTS IN, DESTRUCTION OF, DAMAGE TO OR INTERFERENCE WITH ANY USE OF THE EQUIPMENT FOR ANY REASON WHATSOEVER, INCLUDING, FORCE MAJEURE, THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY (OR ANY ALLEGATION THEREOF) OF THIS LEASE OR ANY PROVISION HEREOF, OR ANY OTHER OCCURRENCE WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING, WHETHER FORESEEN OR UNFORESEEN.

**20. Operating Lease.** The parties agree that this Lease is a "true" operating lease and not a lease intended as security under Article 9 of the Uniform Commercial Code, and Lessor shall be entitled to the benefit of all tax deductions related to depreciation expense. The Equipment is being leased for business or commercial purposes and shall be and remain the sole property of Lessor at the end of the Term.

**21. No Warranties by Lessor.** MARITEQ ACKNOWLEDGES THAT, TO THE BEST OF MARITEQ'S KNOWLEDGE AND BELIEF, THE EQUIPMENT OF A DESIGN, SIZE, AND FUNCTIONALITY SUITABLE FOR MARITEQ'S PARTICULAR PURPOSES. MARITEQ FURTHER ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED BY MARITEQ UNDER THIS AGREEMENT ON AN "AS-IS," "WHERE IS" BASIS AND THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE EQUIPMENT, ITS MANUFACTURE OR MERCHANTABILITY. LESSOR SHALL NOT BE LIABLE TO MARITEQ OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR ALLEGED TO ARISE FROM, MARITEQ'S POSSESSION AND USE OF THE EQUIPMENT, ANY DEFECT OR MALFUNCTION OF THEREOF, OR FOR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY, OR LESSOR'S ACTUAL OR ALLEGED NEGLIGENCE. NO DEFECT OR UNFITNESS OF EQUIPMENT SHALL RELIEVE MARITEQ OF THE OBLIGATION TO ANY AND ALL RENTALS AS AND WHEN DUE HEREUNDER, OR TO PERFORM ANY OTHER OBLIGATION INCUMBENT UPON MARITEQ UNDER THIS LEASE.

**22. Claims Against Manufacturer.** If any of the Equipment does not operate as warranted by the manufacturer, or by reason of defect in manufacture, workmanship or materials, Mariteq shall make any resulting claim solely against said manufacturer, and in no event against Lessor, and Mariteq shall, nevertheless, pay Lessor all rental payments as and when due pursuant to this Lease. Lessor further assigns to Mariteq, solely for the purpose of the latter's making and prosecuting any such claim, all of the rights which Lessor has or may have against the manufacturer for breach of warranty or defect in materials, workmanship or manufacture of the Equipment. Mariteq specifically waives all rights to make claim against Lessor herein for breach of warranty of any kind, or any defect in materials, workmanship or manufacture of the Equipment.

**23. Assignment of Manufacturer's Warranties.** Notwithstanding the foregoing, so long as no Default (as defined in Section 15) or deemed Default has occurred hereunder and is continuing, Lessee shall be entitled to the benefit of any applicable manufacturer's warranties received or held by Lessor or from which Lessor otherwise benefits, and to the extent assignable, Lessor hereby assigns such warranties to Mariteq for the Term. In the event that any such warranty is not assignable to Mariteq, Lessor hereby appoints Mariteq as Lessor's agent and attorney-in-fact with respect to such warranty, which appointment is coupled with an interest, to assert and enforce, from time to time, in the name of and for the account of the Lessor and Mariteq, as their interests shall appear, but in all cases at the sole cost and expense of Mariteq, any such warranty, and so long as no Default or deemed Default shall have occurred and be continuing, Mariteq may retain any recovery from such claim.

**24. Limitations of Liability.** Lessor's liability to Mariteq for any damage or loss allegedly or actually incurred by Mariteq by reason of Lessor's breach of any representations, warranties or obligations incumbent upon Lessor hereunder shall be limited to the one-half (1/2) of the total amount of rentals paid by Mariteq hereunder.

**25. Exclusion of Certain Damages.** NEITHER PARTY TO THIS AGREEMENT SHALL HAVE ANY LIABILITY TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, ALL OF WHICH ARE HEREBY EXCLUDED, WHICH EXCLUSION SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR LOST PROFITS EVEN IF FORESEEABLE.

**26. Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Lease shall be in writing and shall be deemed delivered (a) on the date of personal delivery or transmission by confirmed e-mail, or (b) on the first (1st) Business Day following the date of delivery to an overnight courier service nationally-recognized in the United States of America, in each case addressed as follows, or to such other address, person or entity as either party shall designate by notice to the other in accordance herewith:

If to Lessor, addressed to: RB RealtyCo LLC  
1200 N. College  
Fayetteville, AR 72701  
Attn: William Thurman  
Email: bthurman@redbirdmmj.com

If to Mariteq, addressed to: Mariteq Growers LLC  
471833 E. Hwy 51  
Stilwell, OK 74960  
Attn: Steven Hockert, Manager  
Email: [shockerntx@gmail.com](mailto:shockerntx@gmail.com)

As used herein, "Business Day" means a day which is not a Saturday, Sunday, or a day nationally recognized as holiday in the United States of America or the State of Oklahoma.

**27. Savings Clause.** The parties intend to enter into an operating lease pursuant to this Lease. If, however, despite this intention, and to the extent that, a court determines that this Lease and the rentals payable hereunder are subject to usury, maximum finance charge or similar laws, the parties hereby declare that Lessor does not intend to contract for, charge, or receive any interest or other charge which is usurious or otherwise in violation of such laws, if applicable. If Lessor or any assignee of its rights hereunder shall ever receive an amount deemed by a court with jurisdiction to be interest or a finance charge and which exceeds the maximum amount of interest or finance charge permitted by applicable law, such excess amount shall be either (a) applied to the reduction of any putative principal amount owing hereunder or (b) refunded to Mariteq. All sums paid or agreed to be paid to Lessor for the use, forbearance or detention of the putative indebtedness of Mariteq shall, to the extent permitted by law, be amortized, allocated, prorated and spread throughout the Term so that the actual rate of interest is uniform throughout the Term and does not exceed the maximum rate permitted by any applicable law.

**28. Assignment.**

**29.1 By Lessor.** Lessor may assign or transfer its rights under this Lease and its interest in the Equipment without notice to Mariteq, provided that no such assignment or transfer shall absolve Lessor from its obligations to Mariteq hereunder. Mariteq agrees that it will not assert against any assignee or transferee of Lessor any defense, counterclaim, or offset that Mariteq may have against Lessor. Mariteq acknowledges that any assignment or transfer by Lessor shall not materially change Mariteq's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Mariteq.

**29.2 By Mariteq.** Mariteq shall not assign, transfer, pledge, or otherwise dispose of this Lease, or its rights or obligations hereunder, or any of the Equipment or Mariteq's interest therein, or sublet or surrender possession of any of the Equipment, nor permit any of them to be used by anyone other than Mariteq, without Lessor's expressed, prior written consent.

**29. Force Majeure.** Lessor shall not be liable to Mariteq for any delay in performance hereunder which is caused or necessitated by act of God, fire, flood, earthquake, tornado or other natural catastrophe, foreign invasion, civil war, riot or other civil disturbance, act of terrorism, strike or labor disruption or labor or materials shortage, power failure, embargo, transportation problem, pandemic or any other cause that is beyond Lessor's reasonable control (severally and collectively, "Force Majeure").

**30. Entire Agreement.** This Lease contains the entire agreement between Lessor and Mariteq with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of Lessor and Mariteq, and their respective successors and permitted assigns.

**31. Severability.** Each provision of this Lease shall be viewed as separate and divisible and, in the event that any provisions hereof shall be held invalid, the remaining provisions hereof shall continue to be in full force and effect.

**32. Waiver.** No provision of this Lease can be waived except by the written consent of Lessor.

**33. Amendment.** No amendment, modification or alteration of the terms of this Lease shall be binding, unless in writing and duly executed by both parties hereto.

**34. Governing Law.** This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the state of Oklahoma.

**35. Jurisdiction, Venue, and Arbitration.** Any controversy or claim rising out of or related to this Agreement (other than claims involving injunctive or equitable relief) shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any arbitration shall be conducted in Tulsa, Oklahoma, and shall be governed by Oklahoma law. In the event of arbitration, the non-prevailing party shall bear all related costs, including the prevailing party's reasonable attorneys'

fees as determine by the arbitrator. The parties agree that any court of competent jurisdiction may render judgment on or enforce any arbitration award. Neither party may receive any interim or preliminary relief, unless necessary to protects it rights or property pending the completion of arbitration, in a court of competent jurisdiction. All actions or proceedings arising from or related to this Agreement and for which a party seeks injunctive or equitable relief shall be brought only in a state court of competent subject matter jurisdiction in Adair County, Oklahoma, or in the United States District Court for the Eastern District of Oklahoma. Each party expressly and irrevocably consents to personal jurisdiction and venue in such courts, and agrees to not object to such jurisdiction or venue on the ground of *forum non conveniens* or otherwise.

**36. Attorney Fees.** Mariteq shall pay all other costs and expenses incurred by Lessor in the administration and enforcement of this Lease (including but not limited to attorney fees) whether or not litigation is eventually pursued.

**37. Captions.** The section headings herein are supplied for convenience only and shall not limit actual language of any such provision.

**38. Survival.** All covenants contained in this Lease, shall survive its expiration or termination to the extent required for necessary or their full observance and performance, Likewise the rights and remedies set forth in Section 13 (Intellectual Property), Section 14 (Confidentiality), Section 23 (Limitations of Liability), Section 24 (Exclusion of Certain Damages), Section 34 (Jurisdiction; Venue), Section 35 (Attorney Fees) and this Section 37 (Survival) shall survive for five (5) years after the expiration, or any termination, of this Lease .

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first set forth above.

"Mariteq"

**MARITEQ GROWERS LLC**

an Oklahoma limited liability company

By \_\_\_\_\_  
Steven Hockert, Manager

"Lessor"

**REDBIRD REALTYCO LLC**

an Oklahoma limited liability company

By: Redbird Business Group LLC  
a Delaware limited liability company  
Its: Manager

By: Redbird Ventures LLC  
an Oklahoma limited liability company  
Its: Manager

By \_\_\_\_\_  
Nimesh Patel, Director/Manager

By \_\_\_\_\_  
William Thurman, Director/Manager



## Exhibit A

## The Equipment

CATEGORY	ITEM/MODEL NO.	DESCRIPTION	SUPPLIER	QTY
Benches	Bench	Rolling Grow Benches	Conley	10
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	50
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	50
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting	Lighting Grid	Lighting Grid		11
Fans	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1
Benches	Bench	Rolling Grow Benches	Conley	11
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	55
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	55
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Lighting		Lighting Grid		11
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Lighting		Lighting Grid		11
Fans	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1



Benches	Bench	Rolling Grow Benches	Conley	10
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	50
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	50
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting		Lighting Grid		11
		Schaefer TW24W 24" 120 V White Oscillating		
Fans	Fans	Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1
Benches	Bench	Rolling Grow Benches	Conley	11
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	55
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	55
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting		Lighting Grid		11
		Schaefer TW24W 24" 120 V White Oscillating		
Fans	Fans	Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1
Benches	Bench	Rolling Grow Benches	Conley	10
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	50
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	50
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting		Lighting Grid		11
		Schaefer TW24W 24" 120 V White Oscillating		
Fans	Fans	Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1
Benches	Bench	Rolling Grow Benches	Conley	11
Lighting	Lighting Bracket	Gavita 1-5/8" Mounting Bracket	Grow Generation	55
Lighting	Lighting Cords	Wieland Cordset Gavita 277v	Grow Generation	55
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting		Lighting Grid		11
		Schaefer TW24W 24" 120 V White Oscillating		
Fans	Fans	Fans		6
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		6
Fans	Fans	HAF Fans		2
HVAC	HVAC	30 Ton Cultiva HVAC System		1
Benches	Bench	Rolling Grow Benches	Conley	8
Lighting Control	Lighting Bracket	Luxe Bracket	Way to Grow	101

Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	5
Lighting	Lighting Grid	Lighting Grid		8
Fans	Fans	HAF Fans		6
Fans	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		16
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		16
HVAC	HVAC	Anden Dehums - Auto Pilot		4
HVAC	HVAC	30 Ton Cultiva HVAC System		2
CO2 System	CO2 Burner	CO2 Burner		2
HVAC	Heater	Modine Warehouse Heater		2
Sensor		Senso temp. Humidity Sensor	Senso	1
Benches	Bench	Rolling Grow Benches		7
Benches	Bench Trellis	Trellis Netting - Plant Growth Stabilizers		7
Lighting	Lights	Gavita 1000e DE 277-347 Volt W 150		33
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		33
Lighting	Lighting Grid	Lighting Grid		7
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Fans	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		3
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		3
HVAC	HVAC	Quest Dehumidifiers		3
HVAC	HVAC	5 ton Linux humidity control		2
Benches	Bench	Rolling Grow Benches		20
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		210
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	1
Lighting	Lighting Grid	Lighting Grid		20
Fans	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		12
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		12
Fans	Fans	HAF		2
HVAC	HVAC	25 Ton Linux Humidity Control System		4
HVAC	HVAC	Quest Dehumidifiers		3
		Twister Trim Machine Dual T4		1
Trim Supplies		All Accounted for in Uline Order, scissors, tables, chairs, trays		
		5 Ton Linux Dehums		1
		Quest Dehums		4
		Drying Racks - Vertical System		42
		HAF Fans		2
Buckets		White Buckets		
Shelving		Accounted for in Uline Order		
	Tanks	330 Gallon Tanks with Cage		5
	Pumps	Tank Pump		5

CO2 Valve setup				16
Fertigation		Fertigation Design	Rough Brothers	1
Fertigation		Fertigation System Components	Rough Brothers	1
Fertigation		Fertigation System Components	Rough Brothers	1
Fertigation	DTC4500IC	4500 Gallon HDLPE Vertical Tank - 95" Dia x 156" height	Pro Tank	2
Benches	Bench	Rolling Grow Benches	Conley	8
	Lighting Bracket	Gavita 1-5/8" Mounting Bracket		40
	Lighting Cords	Wieland Cordset Gavita 277v		40
	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
Lighting		Lighting Grid		8
	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		4
Fans	Fans	Schaefer WMTA24-B Wall Mount Bracket		4
Fans	Fans	HAF Fan		2
Fans	Fans	Vertical Up flow Fan		4
	HVAC	Cultiva 25 Ton HVAC System		2
	Bench	Rolling Grow Benches	Conley	8
	Lighting Bracket	Gavita 1-5/8" Mounting Bracket		40
	Lighting Cords	Wieland Cordset Gavita 277v		40
	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
	Custom	Lighting Grid		8
	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		4
		Schaefer WMTA24-B Wall Mount Bracket		4
	Fans	HAF Fan		2
	Fans	Vertical Up flow Fan		4
	HVAC	Cultiva 25 Ton HVAC System		2
	Bench	Rolling Grow Benches	Conley	8
	Lighting Bracket	Gavita 1-5/8" Mounting Bracket		40
	Lighting Cords	Wieland Cordset Gavita 277v		40
	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
	Lighting Grid	Lighting Grid		8
	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		4
	Fans	Schaefer WMTA24-B Wall Mount Bracket		4
	Fans	HAF Fan		2
	Fans	Vertical Up flow Fan		4
	HVAC	Cultiva 25 Ton HVAC System		2
	Bench	Rolling Grow Benches	Conley	7
	Lighting Bracket	Gavita 1-5/8" Mounting Bracket		40
	Lighting Cords	Wieland Cordset Gavita 277v		40

	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
	Lighting Grid	Lighting Grid		8
	Fans	Schaefer TW24W 24" 120 V White Oscillating Fans		4
	Fans	Schaefer WMTA24-B Wall Mount Bracket		4
	Fans	HAF Fan		2
	Fans	Vertical Up flow Fan		4
	HVAC	Cultiva 25 Ton HVAC System		2
	HVAC	5 ton Linux Dehums		2
	HVAC	AND Dehums		1
	HVAC	Dri Eaz LGR 6000Li		2
	HVAC	Quest Dehumidifier		1
	Drying	Drying Racks - Vertical System		10
Fertigation	Fertigation	Doestron		1
Fertigation	251827	Entire GH Fertigation System	Rough Bros, Inc.	1
Safety	434909	Class K Fire Extinguisher	Marmic Fire & Safety	2
Benches	Benches	Rolling Grow Benches	Conley	45
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		85
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller	Way to Grow	2
Fans	Fans	Non Oscillating		
Fans	Fans	Non Oscillating		
HVAC	HVAC	Modine 5H0807140002 REV A		
Environment Control	Wadsworth			
Environment Control	Wadsworth			
Environment Control	Wadsworth			
Environment Control	Wadsworth			
Environment Control	Wadsworth			
Benches	Benches	Rolling Grow Benches		18
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		60
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
Fans	Fans	Non Oscillating		12
Fans	Fans	Non Oscillating		12
HVAC	HVAC	Modine 5H0807140002 REV A		1
Benches	Benches	Rolling Grow Benches		18
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		60
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
Fans	Fans	Schaefer Non Oscillating		12
Fans	Fans	Non Oscillating		12
HVAC	HVAC	Modine 5H0807140002 REV A		1
HVAC	HVAC	Modine 5H0807140002 REV A		1
Benches	Benches	Rolling Grow Benches		18

Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		60
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
Fans	Fans	Non Oscillating		12
Fans	Fans	Non Oscillating		12
HVAC	HVAC	Modine 5H0807140002 REV A		1
Benches	Benches	Rolling Grow Benches		18
Lighting	Lighting Brackets	Gavita 1-5/8" Mounting Bracket		60
Lighting	APDPX2	Autopilot PX2 Advanced Lighting Controller		1
Fans	Fans	Non Oscillating		12
Fans	Fans	Non Oscillating		12
HVAC	HVAC	Modine 5H0807140002 REV A		1
	H-3689GR	Uline Trash Can - 55 Gallon, Gray	U-Line	4
	H-2504BL	Uline Utility Cart - 45 x 25 x 33", Black	U-Line	6
	H-5933	Fire Extinguisher Bracket - 10 lb Standard Wall Mount	U-Line	10
	S-9874	Fire Extinguisher - Class ABC, 10 lb	U-Line	8
	S-9873	Fire Extinguisher - Class ABC, 5 lb	U-Line	8
	H-1222-SS	Industrial Packing Table - 96 x 36", Stainless Steel Top	U-Line	2
	H-4112BL	Fabric Task Chair with Adjustable Arms - Black	U-Line	4
	H-1137-SS	Industrial Packing Table - 72 x 30", Stainless Steel Top	U-Line	1
	H-3189C	Additional Chrome Wire Shelves - 72 x 24" 2/box	U-Line	14
	H-6799C	Post for Chrome Wire Shelving - 96" 2/box	U-Line	14
	H-1222-SS	Industrial Packing Table - 96 x 36", Stainless Steel Top	U-Line	2
	H-1138-SS	Industrial Packing Table - 72 x 36", Stainless Steel Top	U-Line	1
	H-4112BL	Fabric Task Chair with Adjustable Arms - Black	U-Line	6
	H-6798C	Post for Chrome Wire Shelving - 86" 2/box	U-Line	16
	H-1205WH-C	Polyurethane Casters for Wire Shelving Units - Set of 4, Chrome 4/set	U-Line	16
	H-3187C	Additional Chrome Wire Shelves - 48 x 24" 2/box	U-Line	60
	H-6799C	Post for Chrome Wire Shelving - 96" 2/box	U-Line	16
	H-8275	Mobile Shelving - 60 x 18 x 69"	U-Line	5
	S-12768	Carboy - 5 Gallon	U-Line	1
	H-5345	Standard Stainless Steel Worktable with Bottom Shelf - 96 x 30"	U-Line	1
	H-1915GR	Vertical File Cabinet - Letter, 4 Drawer, Light Gray	U-Line	1
	H-1105AGR	Industrial Metal Storage Cabinet - 36 x 18 x 72", Assembled, Gray	U-Line	1



S-7914W	Plastic Pail - 5 Gallon, White	U-Line	20
H-8275	Mobile Shelving - 60 x 18 x 69"	U-Line	5
H-3687BL	Uline Trash Can - 32 Gallon, Black	U-Line	2
H-6950	Stainless Steel Wire Shelving Unit - 72 x 24 x 54"	U-Line	1
H-7555	Wire Computer Cart - 30 x 24 x 40"	U-Line	1
H-8532	Heavy Duty Rolling Z-Rack - Black	U-Line	15
H-2504BL	Uline Utility Cart - 45 x 25 x 33", Black	U-Line	3
H-2750FOL-BL	Economy Folding Table - 72 x 30", Black	U-Line	6
H-3139BL	Deluxe Fabric Padded Folding Chair - Black	U-Line	20
H-2227BL	Deluxe Folding Chair - Black	U-Line	20
H-8532	Heavy Duty Rolling Z-Rack - Black	U-Line	5
S-22821BL	Matte Stand-Up Barrier Pouches - 5 x 8 x 2 1/2", Black 1,000/carton	U-Line	4
H-8275	Mobile Shelving - 60 x 18 x 69"	U-Line	10
H-5701M	Pesticide Safety Cabinet - Manual Doors, 45 Gallon	U-Line	2
H-1564M-Y	Standard Flammable Storage Cabinet - Manual Doors, Yellow, 45 Gallon	U-Line	2
H-1051	Rubbermaid® Brute® Trash Can Dolly	U-Line	4
H-1046G	Rubbermaid® Brute® Trash Can - 44 Gallon, Green	U-Line	2
H-1047G	Rubbermaid® Brute® Trash Can - 55 Gallon, Green	U-Line	2
H-1047BL	Rubbermaid® Brute® Trash Can - 55 Gallon, Black	U-Line	2
H-1046BL	Rubbermaid® Brute® Trash Can - 44 Gallon, Black	U-Line	2
H-6261	Standard Stainless Steel Worktable with Backsplash and Bottom Shelf - 72 x 30"	U-Line	2
H-5746	Casters for Stainless Steel Worktable - Set of 4 4/set	U-Line	2
H-1752-86	Black Wire Shelving Unit - 72 x 24 x 86"	U-Line	1
H-1752-86A	Black Wire Shelving Add-On Unit - 72 x 24 x 86"	U-Line	2
H-2841	Mop/Broom Holder - Standard, Stainless Steel	U-Line	1
Waste Management	Incinerator		1

Exhibit A

**The Equipment**



## IT Equipment

<u>GROUP</u> <u>ASSET ID NO.</u>	<u>MODEL</u>	<u>QTY</u>	<u>NAME</u>	
Desktops	OptiPlex 5060	DESKTOP-JV184Y2	Service tag: JV184Y2	1
Laptops	Latitude 3500	LAPTOP-HZB6LW2	Service tag: HZB6LW2	4
Desktops	Dell OptiPlex 7070	DESKTOP-Q00OQ3H	Service tag: 6PC2C53	1
Desktops	Dell OptiPlex 5060	DESKTOP-BDJE2LS	Service Tag: JV18342	1
Laptops	Latitude 3410	LAPTOP-JYTGWZ2	Service Tag: JYTGWZ2	8
Docking Stations	K20A	Docking Station Dell WD19	Service tag: DLY0313	17
Available Monitors	P2419Hb	Monitor Dell P2419H	Service tag: 73X6443	17
Printers	ZD420	Printer Zebra ZD420	Serial#: D2J202809908	3
Desktop UPS	BE600M1	Desktop UPS	Serial#: 4B1905P39607	2
Access Points	MR74-HW	RB-Stil-AP-BBFlwrRoom07	Serial#: Q2QD-EB32-AVRP	28
Laptops	Latitude 3510	LAPTOP-2CYKWZ2	Service tag: 2CYKWZ2	13
Network Switches	MS225-24P	RB-Stil-SW-LB-01	Serial#: Q2GW-QEAY-V4KV	6
Security Appliance	MX84	RB-Stil-SA-01	Serial#: Q2PN-RFRT-KCFC	2
Laptops	Precision 3551	LAPTOP-H257373	Service tag: H257373	3
Desktops	OptiPlex 7070	DESKTOP-JNC2C53	Service tag: JNC2C53	2
Default		LAPTOP-62VGWZ2		1
Laptops	Latitude 5590	LAPTOP-1BL5SQ2	Service tag: 1BL5SQ2	1
Available Surface Pro Rugged Case	Surface Pro Waterproof Case	Rugged, IP68 Waterproof Case		10
Available Microsoft Surface Keyboard	3YJ-00022	Microsoft Surface Keyboard	Serial#: US2080891939545	1
Monitors	P2319Hb	Monitor Dell P2319H	Service tag: 2PB1X13	3
Available Surface Arc mouse	Model#1791	Surface Arc mouse FHD-00001	Serial#: 5136785002486	1
Available Surface Arc mouse	Model#1791	Surface Arc mouse FHD-00001	Serial#: 5056741021486	1
Available Surface Arc mouse	FHD-00001 model#1791	Surface Arc mouse	Serial#: 5056426021486	3
Available Surface keyboard w/touchpad mouse	Model#: 1840	Surface KCT-00041	Serial#: 0444054844545	1
Available Rack Mount UPS	SMT1500RM2UG	APC Smart-UPS 1500VA	Serial#: 3S1919X16898	1
Cell Phone	iPhone SE	iPhone	Serial#: F17DQGQ38PLJM	1
Printers	B-EX6T1-TS12-QM-R	Toshiba	Serial#: 2320H290176	2
Scales	HV-60KC	AnD Scale	Serial#: E6B1400889	7

Monitors	T3M82AA	HP Monitor 25"	Serial#: 3CM70906GW	1
Available Tablets	SUA-00001 1926	TABLET-UF5N2J5	Serial#: 017680601151	1